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STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

INDIANA UTILITY
REGULATORY COMMISSION

IN THE MATTER OF THE COMPLAINT OF)
TIME WARNER COMMUNICATIONS OF)
INDIANA, L.P. AGAINST INDIANA BELL)
TELEPHONE COMPANY, INCORPORATED,)
D/B/A AMERITECH INDIANA, FOR VIOLATION)
OF THE TERMS OF THE INTERCONNECTION)
AGREEMENT RELATING TO NETWORK)
CONSTRUCTION, FOR VIOLATION OF TA-96,)
AND FOR VIOLATION OF OTHER RELEVANT)
STATUTES.)

41252

CAUSE NO. _____

RESPONDENT: AMERITECH INDIANA)

**VERIFIED COMPLAINT OF
TIME WARNER COMMUNICATIONS OF INDIANA, L.P.**

Time Warner Communications of Indiana, L.P. ("Time Warner Telecom"), by counsel, pursuant to Ind. Code §§ 8-1-2-5, 8-1-2-54, 8-1-2-58, 8-1-2-62, 8-1-2-107, 8-1-2-109, 8-1-2-112, 8-1-2-115, 170 IAC 1-1-7(a) and other relevant state and federal statutes, files this Complaint against Indiana Bell Telephone Company, Incorporated, d/b/a Ameritech Indiana ("Ameritech Indiana") for violation of the terms of the Interconnection Agreement between Ameritech Indiana and Time Warner Telecom and violation of its duties and obligations under TA-96.¹

PARTIES

1. Complainant Time Warner Telecom of Indiana, L.P. is a Delaware limited partnership duly authorized by the Indiana Utility Regulatory Commission ("Commission") as an alternative telecommunications utility to provide intrastate telecommunications services in Indiana, including competitive local exchange services.

¹Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151 *et. seq.*).

2. Respondent, Ameritech Indiana is duly authorized by the Commission as a telecommunications utility to provide intrastate telecommunications services in Indiana, including local exchange services. Ameritech Indiana is a subsidiary of Ameritech and does business in Indiana under the name Ameritech Indiana, which is an Incumbent Local Exchange Carrier ("ILEC") and Bell Operating Company as defined by the TA-96. The Respondent will hereinafter be referred to as Ameritech.

SUMMARY OF THE DISPUTE

3. On July 12, 1996, Time Warner Telecom and Ameritech entered into an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Interconnection Agreement").² A true and correct copy of the Interconnection Agreement is attached as Exhibit 1. The Interconnection Agreement was approved by the Commission on November 13, 1996. An amendment to the Interconnection Agreement was filed with the Commission on June 30, 1998 and approved by the Commission on August 5, 1998.

4. Among other things, the Interconnection Agreement provided for the formation of a Performance, Forecast, Planning and Standards Committee ("Performance Committee"), comprised of representatives from both companies, for the purpose of:

developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and developing appropriate standards by which to evaluate the quality and timeliness of performance.

²The Interconnection Agreement was negotiated and executed on behalf of Indiana Bell Telephone Company, Inc., d/b/a Ameritech Indiana by Ameritech Information Industry Services, an Ameritech affiliate.

Article XXXV, 35.3 of the Interconnection Agreement.

5. This Complaint is a result of Ameritech's rejection of the duty of the Performance Committee to jointly plan the network architecture, its refusal to allow the Performance Committee to operate with flexibility necessary to adapt to the needs of the parties in jointly developing a reliable telecommunications network, its refusal to construct and interconnect the facilities necessary to ensure adequate and reliable telephone service to the customers of both Time Warner Telecom and Ameritech, and its refusal to provide Time Warner Telecom with interconnection to its network that is at least equal in quality to that it provides to itself.

BACKGROUND

Role of the Performance Committee

6. In addition to being charged with the duty to plan and coordinate new, modified or expanded network features, functions and capabilities, the Performance Committee was charged with making recommendations and findings on the implementation schedule and interconnection activation dates (Section 3.1); the point of interconnection, fiber-meet, additional switches and the sizing and structure of interconnection facilities (Section 4.6); the transmission and routing of traffic (Section 5.12 and 6.11); implementation of the parties' agreement on compensation for exchange service and exchange access traffic (Section 7.2); the transport and termination of other types of traffic (Section 8.4); the provisioning of unbundled access (Section 9.1) and operational matters (Section 10.7); the provisioning of E911 and directory assistance (Section 11.3); the terms of collocation (Section 14.5), number portability (Section 15.8) and use of the rights-of-way (Section 17.1); the implementation of the parties' responsibilities for control office functions (Section 20.12);

developing joint forecasting for traffic utilization over trunks (Section 21.3); trunk servicing (Section 23.7); and network management (Section 24.5).

7. The parties specifically acknowledged that the Performance Committee shall have the authority to make commitments and actions necessary to satisfy the objectives of the Interconnection Agreement, realizing that it was not possible to list or define all the "needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement." Ameritech committed to permit the Performance Committee to operate with flexibility to "dynamically adapt the relationship of the Parties as circumstances warrant." Section 35.3 of the Interconnection Agreement.

8. The parties entered into a Bilateral Agreement, attached hereto as Exhibit 2, which set forth in additional detail the matters the Performance Committee had the authority to address and make recommendations on:

Jurisdiction of the Committee. The Parties will cause the Committee [the Performance Committee created by Section 35.3 of the Interconnection Agreement] to address and make recommendations with respect to the following matters (without limitation of other matters) to the extent not addressed by the Handbook:

- a. BLV/BLVI procedures;
- b. Notice of changes (as described in Article XIII of the Interconnection Agreement);
- c. Network architecture and equipment;
- d. Elimination of manual forms;
- e. System interfaces; and
- f. Billing issues

Bilateral Agreement, Article III, Section 3.2.

The Dispute Over Network Redundancy and Reliability

9. In compliance with the parties' Interconnection Agreement, Time Warner Telecom requested a meeting with Ameritech to discuss ways to achieve network diversity, redundancy and reliability, and address the impending exhaustion of capacity in the Indianapolis network. See July 6, 1998 letter from Mark Titus (Time Warner Telecom) to Carla Mitchell (Ameritech), a true and correct copy of which is attached as Exhibit 3. The parties met on July 15, 1998 in an attempt to resolve the issues regarding additional network needs.

10. In the July 15, 1998, meeting, Time Warner Telecom explained to Ameritech that Ameritech was not providing the same level of network reliability that it provides to itself. Ameritech's network includes an alternative channel for transportation of traffic between tandems so that in event of a failure of a tandem, traffic can be rerouted. For example, Ameritech has a tandem switch at both the Melrose Central Office and Chapel Central Office. In the event of a failure of the Melrose tandem, the Ameritech network is constructed so that traffic can be rerouted through the Chapel tandem. The network construction and interconnection Ameritech has permitted Time Warner Telecom to have has only one connection to the Melrose tandem, and no redundancy through the Chapel location.

*omission
in
intro.*

11. Time Warner Telecom requested the same level of redundancy to ensure that in the event of a single point of failure, customers of Time Warner Telecom and/or Ameritech are not without basic local telephone service. Time Warner Telecom pointed out that in the event a single system failed in the tandem -- such as a DACS or switching module -- local customers could be without phone service, including 911 and E911 service, causing a complete network failure. In Columbus, Ohio, Time Warner Telecom experienced a 30-hour outage due to the failure of a Titan

DACS system, the same system used by Ameritech. Hence, Time Warner Telecom suggested that the network should be constructed to ensure that the failure of one system does not result in an outage of phone service to the end user.

Admission 12. Ameritech refused to consider multiple points of connection to ensure redundancy and reliability, claiming that the Interconnection Agreement does not require it, and that the Performance Committee cannot change, alter or modify the network architecture without a formal amendment to the interconnection agreement. The parties, accordingly, failed to reach agreement at the July 15 meeting.

13. Time Warner Telecom explained its concerns that there was a potential capacity exhaust and need for additional networks in Indianapolis to support the rapidly increasing traffic. See July 21, 1998 letter from Mark Titus (Time Warner Telecom) to Carla Mitchell (Ameritech), attached hereto as Exhibit 4. Time Warner Telecom proposed that the parties implement "effective joint network planning" that includes "each party providing sufficient network upgrade and construction to respond to increasing customer needs." Id. To prevent network outages, Time Warner Telecom proposed that the Performance Committee undertake joint network planning.

14. Ameritech refused, contending that the management and resolution of this type of a problem is not a matter for the Performance Committee, and is not required under the Interconnection Agreement.

15. Despite this broad and flexible authority given to the Performance Committee under the terms of the Interconnection Agreement, Ameritech claims that the duties and obligations of the Performance Committee are limited to "monitor[ing] the performance of our companies and that this committee does not have the authority to implement procedures/changes. . . ." and refused Time

Warner Telecom's request to construct additional facilities to add redundancy and reliability to the network. See August 10, 1998 letter from Carla Mitchell (Ameritech) to Mark Titus (Time Warner Telecom), a true and correct copy of which is attached hereto as Exhibit 5.

Efforts to Resolve the Dispute

16. Time Warner Telecom requested a meeting between designated representatives of Time Warner Telecom and Ameritech pursuant to the terms of the Interconnection Agreement to determine whether a negotiated settlement of this issue was possible. See Exhibits 3 and 4. After the meeting, Ameritech's written response indicated that no negotiated settlement of this issue was possible in the time frame set forth in the Interconnection Agreement, because Ameritech maintained its position that the Performance Committee could not undertake joint network planning, and it had no duty or obligation to work with Time Warner Telecom to install additional fiber or permit interconnection at a second tandem to increase redundancy and reliability absent a formal amendment to the interconnection agreement.³ See Exhibit 5.

17. Time Warner Telecom complied with the procedures for dispute resolution required by the Interconnection Agreement. Time Warner Telecom advised Ameritech that:

We consider the meeting on July 15 to have satisfied the requirement of a conference between the Parties at the appropriate level. If Ameritech does not agree with this characterization, please advise me [Mark Titus] immediately of the appropriate individual at Ameritech to resolve the issue. Assuming that the July 15 meeting does satisfy the requirement of Article XXXIV, there are several intervening days between then and thirty days hence (August 13) to make more process toward that objective.

See Exhibit 4.

³The last amendment to the Interconnection Agreement took over a year before it was finally executed by the parties.

18. Ameritech conceded that Time Warner Telecom had complied with the dispute resolution requirements:

With respect to your invocation of the formal dispute resolution procedures under the Interconnection Agreement, Ameritech acknowledges receipt of your letter and, without waiving our right to follow a different procedure in the future, Ameritech will consider the July 15th meeting to satisfy the requirements of a meeting at the appropriate level to discuss the subject matter of the dispute.

See Exhibit 5.

19. Ameritech's action is unjust, unreasonable, discriminatory and constitutes an anticompetitive and unlawful abuse of its monopoly power against a local competitor. By refusing to engage in joint network planning, and refusing to bear its share of the cost of creating a joint reliable network, Ameritech is using its status as a monopoly provider to create a barrier to entry and cripple its competitors. Ameritech's action is manifestly unfair because Time Warner Telecom is unable to provide service to customers in Indiana, customers of Ameritech as well as its own customers, with the same level of reliability that Ameritech is able to provide to its own customers.

20. The Interconnection Agreement calls for the use of this complaint procedure for resolving disputes that arise under the Interconnection Agreement when there is no possibility of a negotiated settlement of the dispute. Having exhausted efforts to reach a settlement, Time Warner Telecom seeks a determination from this Commission that Ameritech's interpretation is a breach of the Interconnection Agreement and is unjust, unreasonable, discriminatory, anticompetitive and contrary to law. Time Warner Telecom further seeks an immediate order directing Ameritech to engage in joint network planning, construction for additional network redundancy and reliability in Indianapolis, and for Ameritech to bear its share of the installed fiber costs. Time Warner Telecom

also asks that the Commission find that Ameritech wrongly interpreted the Interconnection Agreement and direct Ameritech to cease all such anticompetitive actions in the future.

21. Believing that the documents are clear on their face, Time Warner Telecom seeks summary resolution of the Complaint. Alternatively, if the Commission determines that a hearing to review some limited factual matters is necessary, it should be held on an expedited basis. This Commission may levy penalties and sanctions as it sees fit and proper in these circumstances of willful disregard of a Commission-approved carrier-to-carrier agreement and a violation of Ameritech's duties and obligations under TA-96.

COMMISSION AUTHORITY AND JURISDICTION TO INTERPRET AND ENFORCE INTERCONNECTION AGREEMENTS

22. The Commission has clear and unquestioned authority to interpret and enforce the provisions of the Interconnection Agreement, under the terms of the Interconnection Agreement itself, TA-96 and Indiana Statutes.

23. The Interconnection Agreement provides for Commission review and a determination of disputes in situations where the parties are unable to resolve the issues themselves. Article XXXIV of the Interconnection Agreement applies to "any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement." The parties are required to first discuss the dispute and seek resolution before pursuing any action "before any court or regulator." In the event no resolution is possible, a party may attempt to resolve any dispute "according to the rules, guidelines and regulations of the Commission."

24. In addition, Section 35.5 of the Interconnection Agreement provides that if the parties are unable to resolve a dispute pursuant to Article XXXIV, "then either Party may file a complaint

with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.” Time Warner Telecom has filed this Complaint as required by the Interconnection Agreement.

25. Ameritech and Time Warner Telecom, in Section 31.2 of the Interconnection Agreement, acknowledged that the terms and conditions of the Interconnection Agreement were subject to approval by the Commission. Moreover, Ameritech agreed to comply with all federal, state and local laws, rules and regulations that are applicable to its performance under the Interconnection Agreement. See Section 35.2.

26. Since Time Warner Telecom and Ameritech agreed to this process, and Ameritech agreed to be bound by all local laws, rules and regulations, including the regulations governing the complaint process, Time Warner Telecom may properly bring this dispute to the Commission for review and resolution.

27. The Commission approved the Interconnection Agreement, and the parties agreed that the terms and conditions were subject to Commission approval. Hence, any violation of such terms and conditions, and a breach of the contract approved by the Commission, is tantamount to a violation of a Commission order, pursuant to Ind. Code §§ 8-1-2-107, 8-1-2-109 and 8-1-2-112.

28. The Commission also has authority to resolve this Complaint under the TA-96. The Eighth Circuit Court of Appeals recently confirmed state regulators’ authority to review disputes under an Interconnection Agreement when it determined that “state commissions retain the primary authority to enforce the substantial terms of the agreements made pursuant to sections 251 and 252.”⁴

⁴Iowa Utilities Board v. FCC, No. 96-3321, slip op. at 122 (8th Cir. July 18, 1997).

The Court stated that state commission enforcement power “extends to ensuring that parties comply with the regulations that the FCC is specifically authorized to issue under the Act.”⁵

29. The Commission also has authority under Indiana statutes to resolve this complaint. Under Ind. Code § 8-1-2-115, the Commission has jurisdiction to “inquire into any neglect or violation of the statutes of this state . . . and it shall be its duty, to enforce the provisions of this chapter, as well as all other laws, relating to public utilities.” Moreover, the Commission explicitly identified its broad jurisdictional authority over any matter relating to telephone utilities in a competitive environment and that it has broad authority to regulate telephone utilities. See June 5, 1996 Order in Cause No. 39983; July 1, 1996 Order in Cause No. 39983. Since the Interconnection Agreement between Ameritech and Time Warner Telecom was the subject of Commission review and approval, and the Commission stated that it has jurisdiction under both Indiana statutes and the Act to determine what is in the public interest and how matters will be processed,⁶ the Commission must have jurisdiction to hear complaints arising out of violations of the Interconnection Agreement, and any alleged breach of such an approved agreement is tantamount to an alleged violation of a Commission order. The Commission must be able to evaluate whether Ameritech’s unilateral refusal to jointly plan network architecture, and refusal to bear its share of the investment in such infrastructure is just and reasonable and in conformity with the terms of the Interconnection Agreement and relevant laws.

⁵Id.

⁶ See June 5, 1996 Order in Cause No. 39983, p. 4.

30. The Commission is also specifically authorized to hear and resolve this Complaint under Ind. Code § 8-1-2-54, which authorizes the Commission to hold hearings on and resolve complaints that “any rates, tolls, charges or schedules or any joint rate or rates . . . are in any respect unreasonable or unjustly discriminatory, or. . . that any practice or act whatsoever affecting or relating to the service of any public utility . . . is in any respects . . . insufficient or unjustly discriminatory. . .” Ameritech’s refusal to engage in joint planning and infrastructure investment is unreasonable, inadequate and unjustly discriminatory, when it provides a superior level of service to itself, and the Commission’s authority extends to Time Warner Telecom’s claims.

31. The Commission is also authorized to hear and resolve this complaint pursuant to Ind. Code § 8-1-2-5(b), which authorizes the Commission to investigate a public utility’s failure to provide the requested connection, and determine whether such a connection is required by public convenience and necessity. Ameritech’s refusal to permit such a connection was unreasonable, unwarranted, and violated the safety of the public, warranting the Commission requiring Ameritech to bear expenses associated with making and maintaining such a connections. Ind. Code § 8-1-2-5(b).

**AMERITECH IS REQUIRED TO PROVIDE INTERCONNECTION
IN PARITY WITH THAT IT PROVIDES TO ITSELF**

32. TA-96 requires that incumbent local exchange carriers “provide . . . interconnection with the local exchange carrier’s network . . . *that is at least equal in quality to that provided by the local exchange carrier to itself.* . . .” Section 251(c)(2)(C)(emphasis added). Hence, Ameritech is required, by federal law, to provide interconnection with its facilities that is in parity with

interconnection it provides to itself. Ameritech refuses to do so, and its refusal is a violation of TA-96.

33. Section 256 of TA-96 also provides for the coordination in network planning, design and construction by telecommunication carriers and providers to ensure that the network is capable of interconnection and seamless transmission and receipt of communications. Ameritech's failure to engage in joint planning has a direct impact on the reliability of the telecommunications network and the emergency telephone system, and is contrary to the provisions of and intent of TA-96.

34. Lastly, Ameritech is required, by Indiana law, to provide connection whenever public convenience and necessity require. Ind. Code 8-1-2-5(a) requires that a "public utility . . . shall permit a physical connection or connections to be made . . . between its telephone system and the telephone system of another such utility, whenever public convenience and necessity require such physical connection or connections. . . ." The safety of the consuming public requires the redundancy and reliability Time Warner Telecom seeks to implement in the local phone network, to ensure that consumers are not without service necessary to reach emergency personnel. Hence, Ameritech's refusal to permit such connection is a violation of Ind. Code § 8-1-2-5(a).

**THE PERFORMANCE COMMITTEE HAS THE AUTHORITY AND
DUTY TO JOINTLY PLAN, REVIEW, CONSIDER AND
RECOMMEND CHANGES IN NETWORK STRUCTURE**

35. If joint network planning is not the providence of the Performance Committee and is not required under the term of the Interconnection Agreement, forecasting and planning is futile, and contrary to the very needs addressed in the Interconnection Agreement and TA-96.

36. The parties did not contemplate that every change, modification or amendment to the network architecture or construction specifically set forth in the Interconnection Agreement

would require a formal amendment of the terms and conditions of the Interconnection Agreement. Instead, the parties set forth a cooperative procedure by which each side would have representation in a committee, charged to operate flexibly to meet the changing needs of the parties. In fact, the parties recognized that it was not possible to list or define all the "needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement."

37. Ameritech's stance that a formal amendment to the Interconnection Agreement is required to achieve the reliability and redundancy of the network needed to provide safe and reliable services is contrary to the terms and conditions of the Interconnection Agreement, the intent of the parties in forming the Performance Committee, the requirements of TA-96, and Indiana law.

38. Requiring a formal amendment would only serve to delay construction and improvements to the network, while customers continue to be at risk of a network failure due to Ameritech's failure to provide the same level of reliability it provides to itself.

ADMINISTRATIVE MATTERS

39. The name and address of counsel for Time Warner Telecom to whom inquiry regarding this Complaint may be addressed, and who are authorized to accept service on behalf of Time Warner Telecom are:

Pamela H. Sherwood, Esq.
Sommer & Barnard, PC
4000 Bank One Tower
111 Monument Circle
Indianapolis, IN 46204-5140
317.630.4000
Sherwood@vifi.com

Marsha Rockey Schermer, Esq.
Vice President, Regulatory Affairs
Midwest Region
Time Warner Telecom
65 East State Street, Suite 1800
Columbus, OH 43215
614.358.4000
MSchermer@aol.com

PRAYER FOR RELIEF


For the foregoing reasons, Time Warner Telecom requests that the Commission do the following:

1. Summarily resolve this dispute and promptly issue an order providing:
 - (a) That Ameritech is required, under the terms of the Interconnection Agreement and TA-96 to engage in joint planning, evaluation, recommendation, and construction of facilities and network;
 - (b) That Ameritech is required, under the terms of the Interconnection Agreement, to provide Time Warner Telecom with the same level of reliability and redundancy in its interconnection of network as it provides to itself;
 - (c) That the Performance Committee has the authority under the terms of the Interconnection Agreement to modify, change, alter, and/or revise network architecture without requiring an amendment to the Interconnection Agreement;
 - (d) That the connection and construction is in the public convenience and necessity, and order that Ameritech bear the expenses associated with making and maintain such connections;
 - (e) That Ameritech's refusal to comply with the terms of the Interconnection Agreement, approved by the Commission, is disobedience of a Commission Order, apply to the Marion Superior or Circuit Court for sanctions and enforcement pursuant to Ind. Code § 8-1-2-62.

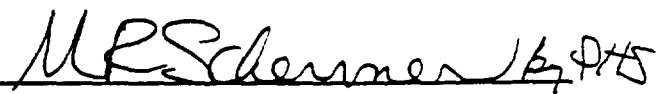
2. In the absence of a summary resolution in its favor, Time Warner Telecom requests a hearing to resolve this dispute.
3. That the Commission impose such sanctions as the Commission deems appropriate for Ameritech's blatant anticompetitive behavior and as necessary to deter Ameritech from pursuing similar action with respect to the Interconnection Agreement, including withdrawal of the benefits as a price regulated telecommunications utility, withdraw of the certificate of territorial authority, withdraw of alternative regulatory treatment, and award damages as required by Ind. Code § 8-1-2-107.
4. That the Commission grant such other and further relief as the Commission deems appropriate.

Respectfully submitted,

Time Warner Telecom
OF INDIANA, L.P.

By: 
Pamela H. Sherwood

Time Warner Telecom

By: 
Marsha Schermer
Vice President-Regulatory
Midwest Region

VERIFICATION

I, Mark A. Titus, hereby affirm, under the penalties for perjury that I have read the foregoing document and know the contents thereof, that I have signed the Complaint on behalf of Time Warner Telecom of Indiana, L.P. and have the authority to do so, and the foregoing representations are true to the best of my knowledge and belief.

A handwritten signature in cursive script, reading "Mark A. Titus", is written over a horizontal line.

Mark A. Titus
Vice President, Midwest Region and
Acting General Manager
Time Warner Telecom of Indiana, L.P.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the fore-going document has been served first class United States mail, postage prepaid, on the following counsel of record this 20 th day of Aug, 1998:

Anne E. Becker
Timothy Seat
Office of Utility Consumer Counselor
Indiana Government Center No.
100 N. Senate Ave., Room N501
Indianapolis, IN 46204

Teresa Morton
Barnes & Thornburg
1313 Merchants Bank Building
11 South Meridian Street
Indianapolis, IN 46204

Sue E. Stemen
A. David Stippler
Ameritech
240 N. Meridian St.
Indianapolis, IN 46204



Pamela H. Sherwood

EXHIBIT 1

ORIGINAL

EXECUTION COPY

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATION ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement") is executed this 2nd day of July 1996 (the "Execution Date") by and between Time Warner Communications of Indiana, L.P., a limited partnership formed under the laws of the state of Delaware with offices at 250 East 96th Street, Suite 580, Indianapolis, Indiana, 46240 ("TWC") and Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois, 60654, on behalf of Indiana Bell Telephone Company, Inc. d/b/a Ameritech Indiana ("Ameritech").

RECITALS AND PRINCIPLES

A. Ameritech is an Incumbent Local Exchange Carrier and Bell Operating Company, as defined by the Act, authorized to provide certain telecommunications services within the Territory.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within the Territory.

C. TWC has been granted authority to provide local Telephone Exchange Service within the Territory and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, promote the policies contained in the Act and Indiana statutes, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Article I and as defined elsewhere within this Agreement. In addition, Parties acknowledge that certain terms may appear in this Agreement which are not defined and agree that any such terms

shall be construed in accordance with their customary usage in the telecommunications industry as of the Execution Date.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996.
- 1.2 "Affiliate" is As Defined in the Act.
- 1.3 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of the Execution Date by and between the Parties.
- 1.4 "As Defined in the Act" means as specifically defined by the Act.
- 1.5 "As Described in the Act" means as described in or required by the Act.
- 1.6 "Automated Report Management Information System ("ARMIS") means the most current ARMIS 4308 Report issued by the FCC.
- 1.7 "Bellcore" means Bell Communications Research, Inc.
- 1.8 "Billing Number" means the number to which charges for a call are billable.
- 1.9 "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.
- 1.10 "Calling Party Number" or "CPN" means a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.
- 1.11 "Carrier Identification Code or "CIC" means a three or four digit number assigned to an IXC that identifies that carrier's traffic.
- 1.12 "Central Office Switch" or "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:
 - a. End Office Switches which are Class 5 switches from which Customer Telephone Exchange Services are directly connected and offered; and
 - b. Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.13 "Centralized Message Distribution System" or "CMDS" means the billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CAB") records.

1.14 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party") for purposes of Collocation. The "premises" of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the right of occupancy or control. In "Physical Collocation", the Collocating Party has a dedicated area within a Central Office in which the Collocating Party installs and maintains its own equipment with access 24 hours a day, 7 days a week. In Virtual Collocation, the Housing Party maintains the Collocating Party's Equipment in the Housing Party's Premises.

1.15 "Commission" means the Indiana Utility Regulatory Commission or any successor state administrative agency to which the United States Congress or the Indiana legislature has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or Indiana statute.

1.16 "Committee" means the Performance, Forecast, Planning and Standards Committee as described in Section 35.3.

1.17 "Common Channel Signaling Interoffice" or "CCIS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

1.18 "Control Office" means an exchange carrier center or office designated as its single point of contact for the provisioning and maintenance of its portion of Interconnection arrangements.

1.19 "Cross Connection" means a connection provided pursuant to Collocation at a suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.20 "Customer" means a third-party residence or business customer that subscribes to Telecommunications Services provided by either of the Parties.

1.21 "Customer Local Area Signaling Services" or "CLASS" means features available to Customers based on the availability of CCIS. Class features include, but are not

necessarily limited to: Automatic Callback; Call Trace; Caller ID and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

1.22 "Dialing Parity" is As Defined in the Act.

1.23 "Digital Service - Level 0" or "DS-0" means the 64 kilobits per second ("kbps") level in the time-division multiplex hierarchy.

1.24 "Digital Service - Level 1" or "DS-1" means a digital signal rate of 1.544 Megabits Per Second ("Mbps").

1.25 "Digital Service - Level 3" or "DS-3" means a digital signal rate of 44.736 Mbps.

1.26 "Electronic File Transfer" means any system/process which utilizes an electronic format and protocol to send/receive data files.

1.27 "Exchange Access" is As Defined in the Act.

1.28 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.29 "FCC" means the Federal Communications Commission.

1.30 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.31 "Feature Group A" or "FGA" means the FGA Access, which is available to all Customers, provides line side access to Telephone Company End Office Switches with an associated seven digit local telephone number for the Customer's use in originating and terminating Telecommunications to an EXC.

1.32 "Feature Group B" or "FGB" means the FGB Access, which is available to all Customers, except for the termination of originating calls placed over FGD by an EXC, provides trunk side access to Telephone Company End Office Switches with an associate uniform 950-0XXX or 950-1XXX access code for the Customer's use in originating and terminating Telecommunications to an EXC.

1.33 "Feature Group D" or "FGD" means the FGD Access, which is available to all Customers, provides trunk side access to Telephone Company End Office Switches with an associated uniform 10XXX access code for the Customer's use in originating and terminating communications. FGD Access may also be used to originate and terminate 800 and 900

Exchange Access calls. FGD Access may be used to originate 950-XXXX calls where the Customer has elected the FGD with 950 access feature.

1.34 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.35 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

1.36 "Interconnection" is As Described in the Act.

1.37 "Interexchange Carrier" or "IXC" means a Telecommunications Service provider authorized by the FCC to provide interstate and/or intrastate long distance communications services between LATAs.

1.38 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.39 "InterLATA" is As Defined in the Act.

1.40 "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

1.41 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.

1.42 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.43 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.44 "Local Exchange Routing Guide" or "LERG" means a Bellcore reference customarily used to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.45 "Local Interconnection Trunks/Trunk Groups" means equipment and facilities that provide for the termination of Local Traffic and IntraLATA Toll Traffic.

1.46 "Local Traffic" means local service area calls as defined by the Commission.

1.47 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.48 "Multiple Exchange Carrier Access Billing" or "MECAB" means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Access provided by two or more LECs and/or NECs, or by one LEC in two or more states within a single LATA.

1.49 "Multiple Exchange Carriers Ordering and Design Guidelines for Access Services" - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface or "MECOD" means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for Exchange Access which is to be provided by two or more LECs and/or NECs.

1.50 "Mutual Traffic Exchange" means that the sole compensation by a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own Customers for such categories of traffic and retain all revenues resulting therefrom except as may be necessary to distribute access revenue associated with ported numbers.

1.51 "Network Element" is As Defined in the Act.

1.52 "New Entrant Carrier" or "NEC" is a LEC that is not an ILEC.

1.53 "North American Numbering Plan" or "NANP" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.54 "Number Portability" is As Defined in the Act.

1.55 "Numbering Plan Area" or "NPA" means an area code which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code"), means specialized Telecommunications Service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

1.56 "NXX Code", or "NXX" or "Central Office Code" or "CO Code" means the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP containing 10,000 station numbers.

- 1.57 "OZZ Code" means the FGD call path through the access Tandem.
- 1.58 "Party" means either Ameritech or TWC. and "Parties" mean Ameritech and TWC.
- 1.59 "Percent Local Usage" or "PLU" means a calculation representing the ratio of the minutes of Local Traffic to the sum of the minutes of Local Traffic plus the minutes of IntraLATA Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.
- 1.60 "Reciprocal Compensation" is As Described in the Act.
- 1.61 "Signal Transfer Point ("STP") means a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Point ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.
- 1.62 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.63 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.
- 1.64 "Technically Feasible Point" is As Described in the Act.
- 1.65 "Telecommunications" is As Defined in the Act.
- 1.66 "Telecommunications Act" means the Telecommunications Act of 1996.
- 1.67 "Telecommunications Carrier" is As Defined in the Act.
- 1.68 "Telecommunications Service" is As Defined in the Act.
- 1.69 "Telephone Exchange Service" is As Defined in the Act.
- 1.70 "Telephone Toll Service" is As Defined in the Act.
- 1.71 "Territory" means all portions of the State of Indiana in which Ameritech or its successor ILEC is authorized. or may in the future be authorized. to provide Telephone Exchange Services and maintain a Central Office and in which TWC or its Affiliates at any time during the term of this Agreement are authorized to provide Telephone Exchange Service and also maintain a Central Office.

1.72 "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

1.73 "Wire Center" means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Service and Exchange Access, are located. However, for purposes of Expanded Interconnection Service ("EIS"), Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

ARTICLE II INTERPRETATION AND CONSTRUCTION

All references to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles, Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). If any provision of this Agreement violates any provision of the Act, the provisions of the Act shall govern.

ARTICLE III IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, the Parties expect that Interconnection of their facilities and equipment pursuant to Article IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown on Schedule 3.0. The Interconnection Activation Date shall be further refined by the Committee. Schedule 3.0 may be revised and supplemented from time to time upon the unanimous action of the Committee to provide for a more definite Interconnection Activation Date and/or to reflect additional Interconnections by attaching one or more supplementary schedules to such schedule. Unless otherwise agreed by the Parties, an Interconnection Activation Date shall not be earlier than the date which is one hundred and twenty (120) days after the date on which Ameritech receives notice from TWC that TWC wishes to establish such Interconnect arrangements.

3.1 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article III shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE IV INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The Parties agree to Interconnect their respective networks in the Territory for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties.

4.1 Interconnection Obligation. The Parties agree to interconnect their networks through facilities to be established pursuant to this Agreement between TWC's Central Offices and the Ameritech Central Offices set forth on Schedule 3.0. Appropriate trunk groups shall be established referencing the appropriate TWC's Central Office and Ameritech Central Office.

4.2 Point of Interconnection. For each Ameritech Central Office where TWC and Ameritech Interconnect, TWC and Ameritech agree that there shall be a Point(s) of Interconnection ("POI") located at the demarcation point between TWC's network and Ameritech's Central Office. Interconnection shall be accomplished through either (i) a Fiber-Meet as provided in Section 4.3, (ii) Collocation as provided in Article XIV or (iii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date. Ameritech shall not charge any additional rearrangement, reconfiguration, disconnection or other non recurring fees associated with the reconfiguration of TWC's interconnection arrangement at any Ameritech Central Office.

4.3 Fiber-Meet

4.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. TWC shall have the right to designate the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system (which Ameritech acknowledges may be equipment manufactured by AT&T and/or Lucent Technologies, Inc.).

4.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in each Ameritech Interconnection Wire Center ("AIWC") identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.3 TWC shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the TWC Interconnection Wire Center ("TIWC")

identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable TWC to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. TWC shall deliver and maintain such strands wholly at its own expense.

4.3.5 TWC shall designate a manhole or other suitable entry-way immediately outside the TIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the TIWC. Ameritech shall deliver and maintain such strands wholly at its own expense.

4.3.6 TWC shall pull the fiber optic strands from the TWC-designated manhole/entry-way into the TIWC and through appropriate internal conduits TWC utilizes for fiber optic facilities and shall connect the Ameritech strands to the OLTM equipment TWC has installed in the TIWC.

4.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the TWC strands to the OLTM equipment Ameritech has installed in the AIWC.

4.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which the Party's own fiber exited.

4.3.9 For Fiber-Meet arrangements, each Party will be responsible for providing its own transport facilities to the Fiber-Meet in accordance with the Bilateral Agreement (as defined in Section 20.7).

4.4 Additional Switches. If TWC or any of its Affiliates deploys additional switches in the Territory after the date hereof or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, TWC shall be entitled upon written notice thereof to Ameritech to establish such Interconnection and the terms and conditions of this Agreement shall apply to the Interconnection of such switches with Ameritech's Central Offices located in the same LATA as TWC's switch[es]. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk groups connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve such other Party's Customers within the Exchange Areas served by such Tandem Switches.

4.5 Sizing and Structure of Interconnection Facilities. The Parties shall mutually agree as to the appropriate sizing for Interconnection facilities based hereunder on the standards set forth in this Agreement. The Interconnection facilities provided by each Party shall be at either the DS-0, DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

4.6 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article IV shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE V

TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Article V prescribes parameters for trunk groups (the "Local Interconnection Trunks") to be effected over the Interconnections specified in Article IV for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 The Committee will work to establish direct trunking criteria that will provide for efficient network utilization.

5.3 Local Interconnection Trunks. Interconnection for Local Traffic and IntraLATA Toll Traffic shall be provided via one-way trunks, or by written notice (in the form of an ASR, as defined in Section 23.1) to Ameritech from TWC, two-way trunks. Once two-way trunks are employed, TWC shall provide to Ameritech a PLU or actual minutes of use. No Party shall construct facilities which require another Party to build unnecessary facilities.

5.4 No Party shall terminate Exchange Access traffic over Local Interconnection Trunks.

5.5 Signaling Protocol. The Parties shall interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCIS-based features. TWC shall establish outgoing multifrequency ("MF") trunks to Ameritech for 911 traffic. The Parties shall interconnect their network using two-way MF signaling for traffic originating from carriers that do not have SS7 networks.

5.6 If Ameritech decides to decommission a Central Office or switch, Ameritech shall not charge TWC for moving EIS/Collocation arrangements.

5.7 Ameritech shall make available to TWC, as needed, 64 Kbps Clear Channel Capability ("64K CCC") trunks. Upon receipt of TWC's initial forecast of 64K CCC quantities, the Parties shall begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities. Where such trunks and/or additional equipment is required, such equipment and trunks shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for DXC, LEC, or Ameritech internal customer demand for 64K CCC trunks. Where technically feasible, these trunks shall be established as two-way.

5.8 Ameritech shall deliver all traffic destined to be terminated at a TWC Central Office in accordance with the serving arrangements defined in the LERG.

5.9 When TWC delivers over the Local Interconnection Trunk Group miscellaneous non-local calls (i.e., time, weather, Mass Calling Codes) destined for Ameritech, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

5.10 Calls completed using N11 codes (i.e., 411, 511, 911) shall not be sent between TWC's and Ameritech's networks over the Local Interconnection Trunk Groups.

5.11 Reciprocal Compensation Arrangements -- Section 251 (b) (5).

5.11.1 Ameritech's and TWC's compensation for transport and termination on their respective networks of all Local Traffic exchanged between TWC and Ameritech shall be determined as set forth in the Pricing Schedule.

5.11.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Exchange Access. All Exchange Access and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.11.3 Each Party shall charge the other Party its effective tariffed intraLATA access rates for the transport and termination of all IntraLATA Toll Traffic.

5.12 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article V shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VI

TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2).

Article VI prescribes parameters for certain trunk groups ("Meet-Point Trunks") to be established over the Interconnections specified in Article IV for the transmission and routing of Exchange Access traffic between TWC Telephone Exchange Service Customers and Interexchange Carriers.

6.1 The Parties shall jointly establish, Meet-Point Trunks to enable TWC and Ameritech to jointly provide Exchange Access to IXCs via an Ameritech Central Office. The Meet-Point Trunks shall be two-way trunks which are separate from the Local Interconnection Trunks and shall be used solely for the transmission and routing of Exchange Access traffic.

6.2 The Parties shall provide CCIS to each other, where and as available, in conjunction with the two-way Meet-Point Trunk Groups. The Parties may establish CCIS Interconnections either directly or through a third-party. The Parties shall cooperate in the exchange of TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own Customers. The Parties shall provide all CCIS signaling, Billing Number, originating line information ("OLI") and any other such similar service. For terminating FGD, Ameritech shall pass CPN if it receives CPN from FGD carriers. All privacy indicators shall be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) shall be provided by TWC whenever such information is needed for call routing or billing. The Parties shall follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.

6.3 CCIS shall be utilized in conjunction with the Meet-Point Trunks: except MF signaling must be used on a separate Meet-Point Trunk Group for originating FGD access to Exchange Access Customers that use MF FGD signaling protocol.

6.4 All originating Toll Free Service calls for which Ameritech performs the Service Switching Point ("SSP") function (e.g. performs the database query) shall be delivered by TWC using GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic. Carrier Code "0110" and a Call Code of "08" shall be used for all such calls. If TWC becomes a toll free service provider, Ameritech shall deliver traffic using the GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic.

6.5 All originating Toll Free Service calls for which TWC performs the SSP function, if delivered to Ameritech, shall be delivered by TWC using GR-394 format over the Meet-Point Trunk Group for calls destined to IXCs, or shall be delivered by TWC using GR-317

format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend Ameritech access Tandems.

6.6 Originating Feature Group B calls shall be delivered to Ameritech's Tandem using the interLATA trunk groups.

6.7 *The Commission's "Order on Negotiated Interconnection Agreement" issued November 12, 1996, in Cause No. 40572-DNT-02, approving this agreement, permits the negotiating parties to file additional information for the Commission's review, consideration and approval to remedy a deficiency noted in that Order with respect to this section as to meet-point billing arrangements.*

6.8 In the case of IXC traffic terminating to TWC's ported numbers, the Parties shall, unless IXC actual minutes of use can be measured, account for access revenue by using verifiable minutes of use reported on the applicable ARMIS Report at the total IXC access rates applicable to the non-terminating Party less the meet point billing access rates applicable to such Party, with no other subtractions.

6.9 The meet-point billing process in accordance with Section 6.7 above shall apply to all Toll Free Service calls where the provider is an IXC. Each Party shall be responsible for billing its portion of the charges described herein.

6.10 If any Party provides intermediary functions for Exchange Access service connection between an IXC and other Party, each Party shall provide their own Exchange Access services to the IXC on a meet point basis. The meet point billing arrangement shall be through the multiple bill. Each Party shall bill its own network access services rates to the IXC with the exception of the residual interconnection charge. The residual interconnection charge, if any, shall be billed by the Party providing the End Office function.

6.11 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article VI shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VII COMPENSATION FOR TELEPHONE EXCHANGE SERVICE AND EXCHANGE ACCESS TRAFFIC

7.1 Measurement and Billing.

7.1.1 The Parties shall provide CCIS to one another in conjunction with all trunk groups where applicable. TWC may establish CCIS Interconnections either directly or through a third party. The Parties shall exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own

Customers. All CCIS signaling parameters shall be provided including CPN. All privacy indicators shall be honored.

7.1.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation seconds for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total call completion seconds over each individual Local Interconnection Trunk Group shall be totaled for the entire monthly billing cycle.

7.1.3 The Parties shall provide each other monthly usage data for all traffic transported and terminated through the Tandem Office and End Office Interconnections established under this Agreement.

7.1.4 The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g., calling card, bill-to-third party, and collect records and LEC-provided Toll Free Service records). The exchange of billing records for calls of this type that are intraLATA shall be handled through the existing CMDS processes. The payments of revenues for these types of calls shall be handled through Calling Card and Third Number Settlement ("CATS") with the CMDS host and local arrangements with Ameritech.

7.1.5 For intraLATA Toll Free Service, originating switched access charges, the 800 query charge and the record provision charge shall be billed by the Party originating the call to the Toll Free Service provider.

7.1.6 Each Party shall calculate terminating Interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network.

7.1.7 For so long as Ameritech serves as numbering administrator within the Territory, Ameritech shall ensure that TWC has sufficient numbering resources so that the Parties can distinguish Local Traffic (measured and unmeasured) from IntraLATA Toll Traffic. To the extent that Ameritech controls numbering resources and does not comply with the foregoing, all affected calls shall be treated as Local Traffic to the extent that Ameritech cannot distinguish between Local Traffic and IntraLATA Toll Traffic. If a third party becomes numbering administrator, Ameritech agrees to sponsor TWC's requests and assist TWC in obtaining Regional Accounting Office codes, and any other billing and accounting codes necessary for the provision of local telephone numbers within Ameritech's jurisdiction.

7.2 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article VII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VIII

TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

8.1. Information Services Traffic.

Upon written notice to Ameritech, TWC may elect at its discretion to have the Parties transport and terminate Information Services Traffic as set forth in this Section 8.1.

8.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local Interconnection Trunks.

8.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an Electronic File Transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

8.1.3 The Terminating Party shall provide to the Originating Party via Electronic File Transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider.

8.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- a. The Information Services Billing and Collection fee set forth on the Pricing Schedule; and
- b. An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- c. Customer adjustments provided by the Originating Party.

8.1.5 The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

8.1.6 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

8.2 BLV/BLVI Traffic.

8.2.1 Each Party shall establish procedures whereby its operator bureau shall coordinate with the operator bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification Interrupt ("BLVI") services on calls between their respective Customers.

8.2.2 BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

8.2.3 Each Party shall charge the other Party BLV/BLVI Traffic at the rates contained in their respective tariffs.

8.3 Transit Service.

8.3.1 In addition to the Interconnection and other services provided to TWC by Ameritech under this Agreement that are required under the Act, Ameritech agrees that it shall also provide Transit Service to TWC on the terms and conditions set forth in this Section 8.3.

8.3.2 "Transit Service" means a function provided by Ameritech upon TWC's request and involving Local Traffic and/or IntraLATA Toll Traffic sent between Ameritech and TWC originating from or terminating to a Customer of a third-party ILEC or LEC, wireless provider, operator services provider or other carrier and received by Ameritech.

8.3.3 The Parties shall compensate each other for Transit Service as follows:

- a. TWC shall pay Ameritech for Local Traffic and IntraLATA Toll Traffic TWC originates over the Transit Service at the rate specified in the Pricing Schedule, and to the extent TWC does not have an Interconnection agreement with such third party carrier, any additional charges such terminating third party carrier imposes or levies on Ameritech for the delivery or termination of such traffic, including any switched access charges; and
- b. To the extent TWC does not have an Interconnection agreement with such third party carrier, Ameritech shall pay TWC for IntraLATA Toll Traffic terminated to TWC from such third party carrier (where Ameritech delivers such traffic pursuant to the Commission's Originating

Responsibility Plan/Secondary Carrier Option (ORP/SCO) plan or other similar plan) at TWC's applicable switched access rates.

8.3.4 TWC shall provide Ameritech a summary report with Transit Service usage in a thirty (30) day billing cycle.

8.3.5 For purposes of this Section 8.3, Ameritech agrees that it shall make available to TWC, at TWC's sole option, any transiting arrangement Ameritech's offers to another LEC or ILEC at the same rates, terms and conditions provided to such other LEC or ILEC.

8.4 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article VIII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE IX

UNBUNDLED ACCESS – SECTION 251(c)(3).

Ameritech shall, upon request of TWC, provide to TWC in accordance with Section 251(c)(3) of the Act access to its Network Elements for the provision of TWC's Telecommunications Service. Any request by TWC for access to an Ameritech Network Element that is not already available at the time of such request or expressly contemplated by this Agreement shall be made in accordance with the procedures established by the Commission or the FCC. If no such procedures exists, the Parties shall mutually agree on a procedure.

9.1 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article IX shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE X

OPERATIONAL MATTERS AND UNBUNDLED NETWORK FEATURES, FUNCTIONS AND CAPABILITIES.

10.1 A maintenance of service charge shall apply when any Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:

- a. No trouble is found in the Interconnection trunks: or

- b. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

10.2 If a maintenance of service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge shall be canceled.

10.3 Each Party shall bill the other Party for maintenance of service in accordance with the rates, terms and conditions contained in their respective tariffs. The Parties shall exchange maintenance of services contracts and escalation lists.

10.4 The Parties shall restore service to their respective affected trunk groups within the following intervals:

Service Affecting Trunk Outages:	within 1 hour
Non-Service Affecting Trunk Outages:	within 24 hours

10.5 In answering misdirected repair calls, no Party shall make disparaging remarks about another, nor it they use repair calls as the basis for internal referrals or to solicit customers to market services. A Party may respond with factual information in answering customer questions.

10.6 All Parties shall provide their respective repair numbers to each other for purposes of Customer referrals.

10.7 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article X shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XI

911 AND E911 SERVICE AND DIRECTORY ASSISTANCE- SECTION 271(c)(2)(B)(vii).

11.1 E911.

11.1.1 For E911 service, Ameritech shall initially provide TWC with a minimum of two dedicated trunks to the appropriate E911 tandem, including the designated

secondary tandem, if applicable at the prices set forth in the Pricing Schedule. Additional trunks shall be provided as provided in the Pricing Schedule. The trunks provided shall be, at a minimum, DSO level trunks using CAMA type signaling with MF pulsing that shall deliver ANI with the voice portion of the call. Ameritech shall deliver the ANI to the designated Public Safety Answering Point ("PSAP"). If a municipality has converted to E911 service, TWC shall forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by Ameritech.

11.1.2 In order to ensure the proper working of the system, along with accurate customer data, TWC shall provide daily updates to the E911 database in NENA Recommended Format for Data Exchange, Version 1 or 2, depending on Ameritech's preference. Ameritech shall provide the capability for TWC to update E911 information by direct electronic connection to Ameritech's database facility or that of its agent. Ameritech shall confirm receipt of data and incorporate all updates received from TWC within twenty-four (24) hours of the receipt of same. If Ameritech detects errors in the information provided by TWC, Ameritech shall return the incorrect files, including error codes, to TWC within twenty-four (24) hours of receipt. TWC shall correct errors and retransmit the files within twenty-four (24) hours, or shall contact Ameritech for assistance with error resolution. Ameritech shall provide confirmation that TWC updates have been included in the database in the form of a report detailing the number of items sent, the number of items entered correctly and the number of errors.

11.1.3 The E911 Services provided by Ameritech shall include delivery of Automatic Number Identification ("ANI") to the PSAP, inclusion of TWC customer information in the Automatic Location Identification ("ALI")/DMS database and the Selective Router ("SR") and all necessary dedicated trunking, and the charge provided in the Pricing Schedule.

11.1.4 Ameritech shall provide to TWC at no charge an initial Address and Routing File and quarterly updates by NPA or county, as provided in the Pricing Schedule.

11.2 Directory Assistance. Ameritech shall take such action as may be necessary, including coordination with Ameritech Advertising Services ("AAS"), to ensure that TWC's Customers primary listings and any changes to such listings are included in the directory assistance database as soon as possible but in no event longer than two business days after TWC provides the necessary information to AAS. Ameritech shall ensure that AAS shall not charge TWC to maintain the directory assistance database.

11.3 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XI shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XII

RESALE – SECTIONS 251(c)(4) and 251(b)(1).

The Commission's "Order on Negotiated Interconnection Agreement" issued November 12, 1996, in Cause No. 40572-INT-02, approving this agreement, permits the negotiating parties to file additional information for the Commission's review, consideration and approval to remedy a deficiency noted in that Order with respect to this section.

ARTICLE XIII

NOTICE OF CHANGES – SECTION 251(c)(5).

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks, the Party making such change shall provide at least ninety (90) days advance written notice of such change to the other Party or within such time period as determined by the FCC or the Commission.

13.1 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XIII shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XIV

COLLOCATION – SECTION 251(c)(6).

14.1 Ameritech shall provide to TWC Physical Collocation of equipment necessary for Interconnection pursuant to Article IV or for access to unbundled Network Elements, except that Ameritech may provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs.

14.2 Where TWC is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, TWC may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such premises in which case TWC shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and circuits for which TWC shall pay Ameritech at applicable tariff rates. In addition, all applicable Physical Collocation recurring charges shall apply.

14.3 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

14.4 Nothing herein shall prevent TWC from utilizing existing Collocation facilities purchased from tariffs for local Interconnection with Ameritech.

14.5 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article XIV shall conform to the recommendations, findings and conclusions of the Committee.

SECTION 251(b) PROVISIONS

ARTICLE XV

NUMBER PORTABILITY -- SECTION 251(b)(2).

15.1 Number Portability. The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF"), Direct Inward Dialing ("DID") or NXX migration.

15.2 Procedures For Providing INP through RCF

INP shall operate as follows:

EXHIBIT 2

BILATERAL AGREEMENT

This Bilateral Agreement (the "Bilateral Agreement") is executed this 9th day of October, 1996 (the "Execution Date") by and between Time Warner Communications of Indiana, L.P., a limited partnership formed under the laws of the state of Delaware ("TWC") and Ameritech Information Industry Services, a division of Ameritech Services, Inc, a Delaware corporation, on behalf of The Indiana Bell Telephone Company d/b/a Ameritech Indiana ("Ameritech")

RECITALS AND PRINCIPLES

A. Ameritech is an Incumbent Local Exchange Carrier and Bell Operating Company, as defined by the Act, authorized to provide certain telecommunications services within the Territory.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within the Territory.

C. TWC has been granted authority to provide local Telephone Exchange Service within the Territory and is a Local Exchange Carrier as defined by the Act.

D. The Parties have entered into an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Interconnection Agreement") executed on or about July 12, 1996.

E. Section 20.7 of the Interconnection Agreement provides for the Parties to enter into a Bilateral Agreement regarding technical and operational interfaces not covered by the Interconnection Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Bilateral Agreement and not otherwise defined in this Bilateral Agreement will have the meanings specified in Article I of the Interconnection Agreement. In addition, Parties acknowledge that certain terms may appear in this Bilateral Agreement which are not defined and agree that any

such terms will be construed in accordance with their customary usage in the telecommunications industry as of the Execution Date.

ARTICLE II Handbook

2.1 Incorporation into Bilateral Agreement. The Initial Operations Handbook dated October 9, 1996 (the "Handbook") is incorporated herein by reference.

2.2 Guidelines. The Initial Operations Guidelines dated October 9, 1996 (the "Guidelines") are incorporated herein by reference.

ARTICLE III FORECAST, PLANNING AND GUIDELINES COMMITTEE

3.1 Acknowledgement of Formation. Pursuant to Section 35.3 of the Interconnection Agreement, each Party has designated its permanent members of the Committee and the Committee has held its first meeting.

3.2 Jurisdiction of the Committee. The Parties will cause the Committee to address and make recommendations with respect to the following matters (without limitation of other matters) to the extent not addressed by the Handbook:

- a. BLV/BLVI procedures;
- b. Notice of changes (as described in Article XIII of the Interconnection Agreement);
- c. Network architecture and equipment;
- d. Elimination of manual forms;
- e. System interfaces; and
- f. Billing issues including time frames for data exchanges and adjustment policies.

ARTICLE IV CONTACTS

The Parties will direct communications with respect to the following matters to the contacts identified by the Parties through completion and exchange of copies of Attachment A to this Bilateral Agreement. Either Party may change its contact by providing the other Party with a revised Attachment A or an appropriate written notice. Except as provided in this Article IV, all notices under

the Interconnection Agreement and this Bilateral Agreement will be given in the manner provided in Section 35.18 of the Interconnection Agreement.

ARTICLE V
GUIDELINES AND MEASUREMENTS; SCHEDULE FOR PERFORMANCE

5.1 Use of Handbook and Guidelines. The Parties shall strive to perform their obligations under the Interconnection Agreement and under this Bilateral Agreement in conformance with the Handbook and the Guidelines, as amended from time to time in accordance with this Bilateral Agreement. Nothing in this Agreement shall be construed to cause any Quality Measure, Performance Expectation, or this Section 5.1 to be deemed a warranty or guarantee.

5.2 Interpretation of Guidelines. Each Party acknowledges that:

- (a) the Quality Measures are intended to measure real business impacts, and not sub-processes;
- (b) the aspects of performance used to determine conformance with the Quality Measures and Performance Expectations must be measurable and accurately reflect performance;
- (c) the Quality Measures are intended to establish clearly defined objectives that can serve as a basis for initiating root cause analysis and joint problem resolution procedures; and
- (d) normalized and statistically representative data should be used to determine conformance with both Quality Measures and Performance Expectations and that if no such data is available, conformance with the same cannot be determined.

5.3 Reporting. On or before the third Tuesday after the last day of each calendar month during the term of this Bilateral Agreement, the values of the Quality Measures for such month shall be reported and reviewed for purposes of fulfilling the responsibilities of the Committee.

5.4 Administration. The administration of this Bilateral Agreement shall promote performance by the Parties that meets or exceeds agreed upon and specified Performance Expectations.

ARTICLE VI
EFFECTIVENESS; TERM

6.1 Commencement. This Bilateral Agreement shall come into full force and effect on the Execution Date.

6.2 Expiration. This Bilateral Agreement will terminate upon the termination or expiration of the Interconnection Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Additional Provisions. Each of the following Articles and Sections of the Interconnection Agreement are hereby incorporated into this Bilateral Agreement. For purposes of this Bilateral Agreement, each reference to the "Agreement" or "hereunder" in such Articles and Sections in the text of the Interconnection Agreement shall be interpreted to refer to this Bilateral Agreement:

Article XXV (Disclaimer of Representations and Warranties)
Article XXVII (Indemnification)
Article XXVIII (Limitation of Liability)
Article XXX (Force Majeure)
Article XXXI (Governing Law and Regulatory Approval)
Article XXXIII (Non-disclosure)
Article XXXIV (Dispute Resolution)
Article XXXV (Miscellaneous except Sections 35.3, 35.4, 35.5, 35.8, 35.20, 35.21)

7.2 Filing. To the extent required, the Parties shall file this Bilateral Agreement with the Commission immediately following its execution.

7.3 Entire Agreement. The terms contained in this Bilateral Agreement and Attachment A and other documents or instruments referred to herein, which are incorporated into this Bilateral Agreement by this reference, and the Interconnection Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written, except for those agreements that are executed contemporaneously herewith.

7.4 Survival. The Parties' obligations under this Bilateral Agreement which by their nature are intended to continue beyond the termination or expiration of this Bilateral Agreement shall survive the termination or expiration of this Bilateral Agreement, including, without limitation, Articles XXV, XXVII, XXVIII and XXXIII of the Interconnection Agreement and Sections 35.7 and 35.9 of the Interconnection Agreement, in each case as such Articles and

Sections were incorporated into this Bilateral Agreement pursuant to Section 7.1 of this Bilateral Agreement.

7.5 Relationship to Interconnection Agreement. The responsibilities of the Parties with respect to the matters and procedures referred to herein are include in this Bilateral Agreement only to the extent that they differ from or are in addition to those set forth in the Interconnection Agreement. In the event of any inconsistency between the provisions of this Bilateral Agreement and those in the Interconnection Agreement, the provisions of the Interconnection Agreement shall govern. The Interconnection Agreement, as supplemented hereby, shall remain in full force and effect. Any and all notices, requests, certificates, documents and other instruments executed and delivered concurrently with or after the execution of this Bilateral Agreement may refer to the "Interconnection Agreement" or may identify such Interconnection Agreement in any other respect without making specific reference to this Bilateral Agreement, but nevertheless all such references shall be deemed to include this Bilateral Agreement unless the context shall otherwise require.

IN WITNESS WHEREOF, the Parties have executed this Bilateral Agreement the day and year first above written.

TIME WARNER COMMUNICATIONS
OF INDIANA, L.P.

AMERITECH INFORMATION
INDUSTRY SERVICES, A DIVISION
OF AMERITECH SERVICES, INC.,
ON BEHALF OF AMERITECH INDIANA

By: _____
Printed: _____
Title: _____

By: [Signature]
Printed: General Manager
Title: General Manager

Attachment A

Subject and Interconnection Agreement Section Reference	<u>TWC Contact</u>	<u>Ameritech Contact</u>
Monthly usage data (Section 7.1.3)		
Requests for dispatch (Section 10.1)		
Notice of Changes (Article XIII)		
Collocation arrangements (Article XIV)		
Non-published bureaus (Section 15.7)		
Monthly service projections (Section 20.3)		
Control Office (Section 1.18)		
Billing (Section 20.10)		
Requests for Protective controls or notice of protective control action		
Billing disputes (Section 35.5)		

Either Party may add additional subjects.

Effective Date: _____

EXHIBIT 3

TIME WARNER TELECOM

250 E. 96th Street, Suite 580
Indianapolis, IN 46240
Tel: 317 713-8900

July 6, 1998

Ms. Carla Mitchell
Account Manager
Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654

Dear Ms. Mitchell:

This letter is to identify a joint network planning issue that requires our immediate attention. For Indianapolis, we see a pressing issue of capacity and reliability as a result of our jointly provided SONET located at your Melrose Central Office. It is our belief that an interim and a long term solution require the performance committee to address the subject of provisioning jointly provided SONET facilities to the Chapel Central Office in our July 15th meeting in Indianapolis. Provisions in the Interconnection Agreement pertaining to trunk forecasting (Article XXI), grade of service (Article XXII), trunk servicing (Article XXIII), network management (Article XXIV), among others, support this process to address these concerns.

To move the ball to a prompt outcome Time Warner Telecom (TWTC) proposes the following interim solution and a long-term solution:

1. On an interim basis, TWTC will lease dark fiber to Ameritech between TWTC's central office located at 1465 Gent Avenue (IPLTINSD) to Ameritech's Chapel tandem located at 740 S Fuller (IPLSIN08) for the purpose of constructing a second OC-48 joint SONET ring. Each party will be responsible for procuring, installing, and turning up its end of the network in accordance with terms and conditions of the existing interconnection agreement.
2. Consistent with the interim solution proposed in number 1 above, TWTC will continue to lease dark fiber for nine months until Ameritech is able to place fiber to construct is half of the second joint SONET ring between the aforementioned switch locations. This long-term solution is to remain in place until such time as the joint planning committee referenced in Section 35.3 of the interconnection agreement deems changes are necessary.

Anything we can do in advance of the meeting to clarify the need or the solutions please let us know. We look forward to making a lot of progress in the next few days.

Sincerely,



Mark A. Titus
Regional Vice President

Cc: Eric Larson, Manager, Ameritech
Michael J. Karson, Esq., Vice President & General Council, Ameritech
Marsha Schermer, Vice President Regulatory, TWTC
Tim Kagele, Director of LEC Account Management & Interconnect Operations, TWTC
Don Becker, Regional Operations Director, TWTC
Jim Horton, City Operations Director, TWTC
Libby Hale, Capacity Planning Manager, TWTC
Pamela Sherwood, Council, Sommer & Barnard

EXHIBIT 4

TIME WARNER TELECOM

250 E. 96th Street, Suite 580
Indianapolis, IN 46240
Tel. 317 713-8900

July 21, 1998

Carla Mitchell
Account Manager
Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654

Ted Edwards
Vice President - Network Providers
Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654

Dear Carla and Ted :

Time Warner Telecom needs to advise Ameritech that, notwithstanding the efforts of the two parties to achieve an acceptable outcome regarding additional network needs for Indianapolis to support the rapidly increasing traffic and potential capacity exhaust, the real solution to this issue and others which will surely arise like this one is to establish effective joint network planning. Time Warner Telecom has constructed and will continue to construct network to support its customer demand, and to engineer our network interconnection to provide our mutual customers reliable service. It does not yet appear that Ameritech will agree correspondingly to provide sufficient network upgrade and construction to respond to increasing customer needs.

What we heard Ameritech say at the meeting on July 15, is that the management and resolution of this kind of problem is not a matter for the Performance Committee, nor is it required under our Interconnection Agreement. Clearly we disagree on that point. If anything should be within the province of the Performance Committee it is the joint resolution of network construction needs. Otherwise, the required forecasting and planning efforts are meaningless. The committee would have no teeth and no reason for being.

Thus, TWTC considers it necessary to notify Ameritech of a need to escalate both the specific issue of construction for Indianapolis and the ability of the Performance Committee in general to address meaningfully the network needs of our two companies in all of our mutual local markets.

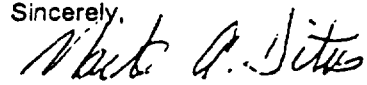
Under Article XXXIV of our interconnection agreement for "any dispute arising under this Agreement...[the] disputes shall be resolved [as follows]: The Parties shall first discuss the dispute and seek resolution prior to taking any action before...regulator. ...Such conference shall occur at least at the Vice President level for each Party...If the Parties are unable to resolve issues related to a dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, then thereafter, the Parties shall attempt in good faith to ... resolve any dispute according to the rules, guidelines and regulations of the [state] Commission. In the event there are no such dispute resolution rules, guidelines or regulations of the Commission, the Parties shall submit such dispute to the procedures agree to by the Committee.

We consider the meeting on July 15 to have satisfied the requirement of a conference between the Parties at the appropriate level. If Ameritech does not agree with that characterization, please advise me immediately of the appropriate individual at Ameritech to resolve the issue. Assuming that the July 15 meeting does satisfy the requirement of Article XXXIV, there are the several intervening days between then and thirty days hence (August 13) to make more progress to that objective.

It is always TWTC's preference to resolve matters through business negotiations but we must reserve the ability to enlist the assistance of regulators when the problem remains and is severe. That is our assessment of the matter currently facing us, and we seek Ameritech's prompt attention to a better resolution than that achieved already.

Please do not hesitate to contact me to further our negotiations on the subject of construction of robust network interconnection.

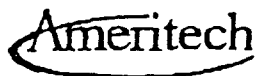
Sincerely,

A handwritten signature in dark ink, appearing to read "Mark A. Titus", written in a cursive style.

Mark Titus
Regional VP

cc: Michael J. Karson, Vice President & General Council, A.I.I.S.
Eric Larsen, General Manager, A.I.I.S.
Marsha Schermer, Vice President Regulatory, TWTC
Don Becker, Regional Operations Director, TWTC
Tim Kagele, Director of LEC Account Management & Interconnection Operations, TWTC

EXHIBIT 5



August 10, 1998

Mark Titus
Regional Vice President
Time Warner Telecom
250 E. 96th Street, Ste. 580
Indianapolis, IN 46240

Tim Kagele
Director, LEC Account Mgmt.
Time Warner Telecom
5700 S. Quebec Street
Greenwood Village, CO 80111

Dear Mark and Tim,

This letter serves a dual purpose. First to acknowledge receipt of Mark's July 21st letter and second to provide follow up on the meeting held on July 15th.

Time Warner Telecom (TWT) has requested that Ameritech agree to reconfigure our network interconnection by jointly constructing a new joint Sonet ring to the Chapel tandem. This would supplement the existing joint Sonet facility we have constructed to Ameritech's Melrose tandem. TWT's request is based upon its expectation and forecast that the existing OC12 currently installed at Ameritech's Melrose end office will be exhausted within a period of one year or less.

Ameritech does not agree that a second Sonet arrangement is required. Instead, we have offered to build an OC48 on top of the existing OC12 currently installed at our Melrose end office. Ameritech's current facility utilization report shows the existing OC12 is presently operating at 20% utilization of its traffic level. TWT agreed to this build out at Melrose and Ameritech has begun moving forward with this implementation.

It was agreed the 120-day clock would begin on Tuesday, July 21st with a target turn up date of January 1999. Per the terms of our Interconnection Agreement, TWT has requested Ameritech to install Lucent equipment.

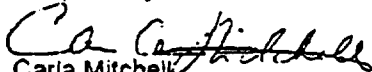
With respect to your invocation of the formal dispute resolution procedures under the Interconnection Agreement, Ameritech acknowledges receipt of your letter and, without waiving our right to follow a different procedure in the future, Ameritech will consider the July 15th meeting to satisfy the requirements of a meeting at the appropriate level to discuss the subject matter of the dispute.

As I understand it, TWT's dispute focuses on: 1) the parties' disagreement concerning the contractual powers of the Performance Committee to change the fundamental network architecture set forth in the Interconnection Agreement, and 2) whether Ameritech is obligated to construct a second Sonet arrangement at a second tandem in Indianapolis.

It continues to be Ameritech's position that the function of the Performance Committee is to monitor the performance of our companies and that this committee does not have the authority to implement procedures/changes that are outside of or inconsistent with the terms and conditions stated in the Interconnection Agreement.

It is Ameritech's strong preference to resolve matters through business negotiations and we hope that we are able to do so regarding this matter.

Respectfully,


Carla Mitchell
Account Manager

Cc: Eric Larsen, G.M. Sales
Ted Edwards, Vice President Sales
Mark Ortlieb, Attorney